

**IN THE U.S. PATENT AND TRADEMARK OFFICE**

Application No.: 09/818,616

Filing Date: March 28, 2001

Applicant: Katherine G. AUGUST et al.

Group Art Unit: 3627

Examiner: Maria Teresa T. Thein

Title: SYSTEM AND METHOD FOR CONDUCTING CUSTOMER/VENDOR  
WIRELESS TRANSACTIONS

Attorney Docket: 129250-000903/US

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**APPELLANTS' REPLY BRIEF ON APPEAL**

**MAIL STOP APPEAL BRIEF - PATENTS**

Customer Service Window  
Randolph Building  
401 Dulany Street  
Alexandria, VA 22314

June 17, 2008

**ARGUMENT:**

**Treyz Does Not Assure Orders Will Be Completed Before Customers Arrive**

As presently understood by the Appellants, the Examiner's position can be summed up as follows: because the customers in Treyz are, by definition, within range of a short-range, wireless transmission any order placed by such a customer will be completed before the customer arrives at the store with whom the order was placed. Appellants disagree.

The Examiner appears to assume that the claimed "predetermined distance" is a short distance away. While some of the dependent claims are directed at WLANs and Bluetooth transmissions, independent claim 1 is not so limited. Thus, the Examiner's underlying premise, that the customer is close enough to the vendor facility or store where an order has been placed to assure any order will be completed, is inapplicable to claim 1.

Further, while the Examiner assumes Treyz completes orders based on distance Treyz itself is not directed at order fulfillment assurances.

In more detail, the claimed "predetermined distance" is one that is interrelated with order processing (arranging orders in a queue; status) and fulfillment ("cause said received order to be processed to fulfillment"). It goes without saying that no matter how close to a store a given customer (who has placed an order) may be, distance alone is not enough to assure an order will be completed in a timely fashion. Only when distance is tied to order processing and fulfillment can assurances be made.

Yet further, the fact that Treyz relies on the transmission of notifications to inform customers that orders are completed underscores the idea that order fulfillment is a function that is separated from distance in Treyz, as compared with the present invention where the two are interrelated.

Other than happenstance, the customers in Treyz have no assurance that their orders will be completed upon arrival at a store/vendor location.

Accordingly, Appellants respectfully request that members of the Board reverse the decision of the Examiner and allow claims 1, 6, 8-13, 41, 42, 46-54 and 60.

The Commissioner is authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to Deposit Account No. 50-3777 for any additional fees required under 37 C.F.R. § 1.16 or under 37 C.F.R. § 1.17; particularly, extension of time fees.

Respectfully submitted,  
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